



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget –
Central Procurement

525 W. Allegan St, Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **190000000354**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	McKesson Medical-Surgical Minnesota Supply Inc
	12755 Highway 55, Suite R200
	Plymouth, MN 55441
	Scott Pickens
	614-208-0950
	scott.pickens@mckesson.com
	CV0050298

STATE	Program Manager	Joy Nakfoor	DTMB
		517-249-0481	
	Contract Administrator	nakfoorj@michigan.gov	
		Joy Nakfoor	DTMB
		517-249-0481	
		nakfoorj@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Influenza Vaccination pre-ordering through MMCAP

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 15, 2019	March 14, 2024		
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Notice of Contract is a result of MMCAP vendor contract MMS 14005. Orders for delivery will be issued directly by participating Departments through issuance of a Purchase Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$90,000.00

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by State of Michigan ("**Member**") and McKesson Medical-Surgical Minnesota Supply, Inc., a corporation, with a principle address of 12755 Highway 55, #R200 Plymouth, MN 55441 ("**Vendor**") and incorporates the Minnesota Multistate Contracting Alliance for Pharmacy, an agency of the State of Minnesota ("**MMCAP**") vendor contract MMS14005 ("**Vendor Contract**").

WHEREAS, MMCAP and Vendor executed the Vendor Contract on February 18, 2014.

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Vendor Contract to address the matters of Member.

WHEREAS, MMCAP has sole approval authority to any changes to the Vendor Contract, thus is a signatory to this Agreement.

WHEREAS, Member, MMCAP, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP and Vendor nor the relationship between any other member of MMCAP and the Vendor.

THEREFORE, the parties agree as follows:

I. **DEFINITIONS**

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP authorized states, departments, facilities, and other municipalities.

II. **EFFECTIVE DATE AND TERM**

- A. **Effective Date**: This Agreement is effective on the date all signatures have been obtained.
- B. **Termination**: This Agreement terminates upon:
1. Thirty (30) calendar days' written notice upon written notice to the other parties; or
 2. The termination of the Vendor Contract between MMCAP and the Vendor; or
 3. Written agreement executed by all parties.

III. **SCOPE**

- A. **Exhibit A**: Which is attached and incorporated herein, identifies the Vendor Contract and all other previous Agreements/Amendments to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Vendor Contract and Exhibit B of this Agreement, the terms of Exhibit B will supersede as between Member and Vendor. Neither *MMCAP, the State of Minnesota, nor any other party of the Membership are bound by the terms of Exhibit B.*

IV. **GENERAL PROVISIONS**

- A. **Assignment:** Except as affirmed in this Agreement, the Member nor Vendor will not assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of MMCAP.
- B. **Counterparts and Electronic Signature:** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP in order for this Agreement to be a transferable record, to ensure that MMCAP has control of the authoritative copy of such transferable record.
- C. **Amendments:** Any amendment or modification to this Agreement must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Vendor Agreement MMS14005
Michigan
February 14, 2019

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:

On behalf of the Member, the undersigned person warrants that he or she is authorized warrants that he or she is authorized to execute the contract and legally bind the Member.

STATE OF MICHIGAN

Signature: [Signature]
By: James Colangelo
Title: Chief Procurement Officer
Date: 2/21/19

VENDOR: McKesson Medical-Surgical Minnesota Supply Inc.

DocuSigned by:
Signature: [Signature]
By: John Campbell
Title: Vice President, Government Sales
Date: 2/21/2019

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: Sara Turnbow, PharmD, BCPS Printed: Sara Turnbow Date: 2-21-19

Minnesota Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: Jennifer VanderPlaat Printed: Jennifer VanderPlaat Date: 2/22/2019

[SIGNATURE PAGE]

EXHIBIT A

Vendor Contract and other Applicable Legal Documents

The following is a list of the legal documents to be referenced and to be incorporated with the terms and conditions of Exhibit B. If you would like to receive a copy of an entire legal document, please contact MMCAP's Legal Department.

1. Vendor Contract MMS14005

EXHIBIT B

Language Modification of the Vendor Contract

The following terms and conditions are entered into between Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP, the State of Minnesota, nor the Membership, except for the Member, are bound by the terms within this Exhibit.

Modification of Terms:

This has been intentionally been left blank.

Additional Terms:

1. **Original Contract Identification:** Member will identify the Original Contract as 190000000354.
2. **Terms of Payment.** Vendor must register with the State of Michigan at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Vendor does not register, the State of Michigan is not liable for failure to provide payment.

3. **Primary Contact for Member:**

Joy Nakfoor
Commodities Category Specialist
Michigan Department of Technology, Management, and Budget
Central Procurement Services
525 West Allegan Street, 1st Floor NE
Lansing, MI 48933

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Avenue North, Golden Valley, MN 55427** ("Vendor").

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP Participating Facilities are located across the nation. Participation in MMCAP is available to facilities with authority to contract with the State of Minnesota. MMCAP Participating Facilities are state agencies and political subdivisions such as correctional facilities, veterinary clinics/hospitals, regional psychiatric treatment facilities, student health services, public health services, non-federal veterans' nursing homes, and public hospitals.

The Vendor wishes to contract with MMCAP to supply influenza vaccine to MMCAP Participating Facilities.

Contract

1. Term of Contract

1.1 Effective date: February 12, 2014 or the date the MMCAP obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.

1.2 Expiration date: December 31, 2015, with the option to extend for three additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2. Contracted Vaccine. Vendor is a licensed wholesaler distributing influenza vaccine it procures directly from product manufacturers.

2.1 Products and Pricing.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval TIV	5 ml MD vial	10 dose	\$70.00 through 3/31/2014; \$72.10 after 3/31/2014	\$70.52 through 3/31/2014 \$72.64 after 3/31/2014	\$70.70 through 3/31/2014 \$72.82 after 3/31/2014	\$71.40 through 3/31/2014 \$73.54 after 3/31/2014	500,000 doses
GSK	FluLaval Quadrivalent	5 ml MD vial	10 dose	\$130.00 through 3/31/2014; \$139.00	\$130.96 through 3/31/2014\$ \$140.03	\$131.30 through 3/31/2014 \$140.39	\$132.60 through 3/31/2014 \$141.78	150,000 doses

MMCAP Contract No.: MMS14005

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
				after 3/31/2014	after 3/31/2014	after 3/31/2014	after 3/31/2014	
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	\$89.00	\$89.66	\$89.89	\$90.78	400,000 doses
bioCSL	Afluria TIV	5 ml MD vial	10 dose	\$72.50	\$73.04	\$73.23	\$73.95	500,000 doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	\$173.40	\$174.68	\$175.13	\$176.87	250,000 doses
Novartis Vaccines	Flucelvax	0.5 ml prefilled syringes	Pack of 10	\$99.71 through 3/31/2014; \$102.50 after 3/31/2014	\$100.45 through 3/31/2014; \$103.26 after 3/31/2014	\$100.71 through 3/31/2014 \$103.53 after 3/31/2014	\$101.70 through 3/31/2014 \$104.55 after 3/31/2014	400,000 doses
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$74.50	\$75.05	\$75.25	\$75.99	600,000 doses
Novartis Vaccines	Fluvirin TIV	5 ml MD vial	10 dose	\$68.50	\$69.01	\$69.19	\$69.87	500,000 doses
Sanofi Pasteur	Fluzone TIV	5ml MD vial; 6 months of age and older	10 dose	\$89.33	\$89.99	\$90.22	\$91.12	600,000 doses
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$164.92	\$166.14	\$166.57	\$168.22	200,000 doses
Sanofi Pasteur	Fluzone TIV No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$100.94	\$101.69	\$101.95	\$102.96	400,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$159.88	\$161.06	\$161.48	\$163.08	150,000 doses

MMCAP Contract No.: MMS14005

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$166.92	\$168.16	\$168.59	\$170.26	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$194.10	\$195.54	\$196.04	\$197.98	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$280.26	\$282.33	\$283.06	\$285.87	250,000 doses
Sanofi Pasteur	Fluzone Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$146.82	\$147.91	\$148.29	\$149.76	150,000 doses

Pending Federal Food and Drug Administration approval, and subject to the limit described herein, and for the price quoted herein, Vendor will sell to MMCAP Participating Facilities as provided Table 1 above. Vaccine(s) will only be split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the applicable influenza season. The products will not be adulterated or misbranded within the meaning of the United States Food, Drug, and Cosmetic Act or any regulation of the United States Food and Drug Administration.

All Products listed in Table 1 are Fixed Pricing during Contract Year 1 of this Contract and the price may not be increased on those Products. Price reductions may be submitted to MMCAP at any time to: mmcap.contracts@state.mn.us.

Any newly released influenza vaccine products may be added to this contract via a mutually agreed upon amendment.

2.1.1 Substitutions. Vendor must not substitute any product contained in the contract without prior written consent of the MMCAP Participating Facility.

2.2 Pre-booking. Pre-booking will begin immediately on execution of the contract and end on March 31, 2014, or when we have reached the "Maximum Quantity of Containers Available Per Product" specified, whichever is earlier. Vendor will continue to accept pre-booking beyond the Pre-book End Date if additional product is available to the Vendor. Pre-book methods include online or via fax. A Letter of Affiliation may be required, certifying that a location has affiliation with a medical practitioner. MMCAP Participating Facilities new to McKesson Medical-Surgical must request a new account. Government agencies must include a signed written request; non-government agencies must submit a signed McKesson Customer Application.

Orders may be placed by email at fluvaccine@mckesson.com.

Orders may be placed by phone at: 800-328-8111, Option 1

Fax: 866-889-4203

Website: <https://mms.mckesson.com>

Vendor will notify MMCAP immediately of any credit holds placed on pre-booking for any new or existing members. Vendor will fulfill MMCAP pre-book orders in the order of which they were received, resulting in first-in-first-out shipping.

2.2.1 Cancellation MMCAP Participating Facilities will be allowed to cancel a pre-book order at any time up until shipment with no penalty.

2.3 Delivery. MMCAP Participating Facilities orders will be shipped in the order of which they were received. In the event of a shortage or delay in production, Vendor will make best efforts to give MMCAP facilities the highest priority. Shipment of orders to MMCAP Participating Facilities will be shipped concurrent with all other orders Vendor has to satisfy and will not be shipped later than retail, hospital, or other group purchasing organization's influenza vaccine shipments.

2.3.1 Packing and Shipment.

A. All vaccine will be packed in suitable containers for protection in shipment and storage, and in accordance with applicable manufacturer specifications. Each container of a multiple container shipment must be identified to:

1. Show the number of the container and the total number of containers in the shipment; and
2. Identify the number of the container in which the packing slip has been enclosed.

B. All shipments must include a packing slip identifying: the MMCAP Participating Facility's Vendor account number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required.

C. Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the MMCAP Office.

D. Shipping containers must have appropriate identification of storage requirements on the outside of the container (e.g. refrigerate upon arrival).

2.3.2 Invoicing. Vendor agrees that MMCAP Participating Facilities will be invoiced at the MMCAP contract price for MMCAP-contracted products throughout the term of this Contract. Vendor will submit an invoice with each order. Invoices must be only for the amount of product delivered. At a minimum, the Vendor's invoice at minimum will contain the following fields:

Facility Name

Vendor-assigned account number for the MMCAP Participating Facility

Invoice number

MMCAP Participating Facility's purchase order number

Invoice date

NDC (11 digit)

Product Name/Description

Packaging as associated with NDC number

Unit price

Quantity ordered

Quantity shipped

Extension (unit price multiplied by the quantity shipped)

Total invoice price

Bill to address

Ship to address

2.3.2.1 The terms of this contract are for MMCAP Participating Facilities only.

2.3.2.2 Payment Terms. Net 30 days. Finance charge assessed monthly on past due amount at the rate of 1.5%. There are no additional charges when a credit card is used at time of order.

2.4 Guaranteed Delivery Dates. Shipment of products will begin in July and will continue to ship through October 10 of each season. Shipment of orders to MMCAP Participating Facilities will be shipped concurrent with all other Vendor orders and will not be shipped later than retail, hospital, or other group purchasing organization influenza vaccine shipments. Neither Vendor nor any of its affiliates can guarantee any specific delivery date nor be held liable for manufacturer delays or product shortages. Vendor ships products based on availability from the manufacturer. Product availability is

determined by the product manufacturer and is beyond Vendor's control. If Vendor cannot meet the October 10, 2014 delivery date, MMCAP Participating Facilities may reduce or cancel its order without penalty by notifying Vendor.

2.5 First DataBank, Inc. All contracted products must be included in the database of First DataBank, Inc., unless such designation is expressly waived by an MMCAP authorized representative. NDC numbers for each vaccine are confirmed by FDA. The items are set up usually in mid-April.

2.6 MMCAP Participating Facilities. The Vendor must allow new MMCAP Participating Facilities joining MMCAP to be added to the MMCAP Membership List (password protected and published online at www.mmcap.org) and to access contract prices throughout the term of this Contract. As new MMCAP Participating Facilities are added to MMCAP, the Vendor will be given 7 days from date of notification to implement contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online. MMCAP reserves the right to add and delete MMCAP Participating Facilities during the term of this Contract.

2.6.1 Direct Marketing, Advertising, and Offers with Member Facilities. Any direct advertising, marketing, or direct offers with MMCAP Participating Facilities for on- or off-contact products must be approved by MMCAP prior to release. Violation of this Article may be cause for immediate cancellation of this Contract and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for pharmaceutical and related products.

2.6.2 Purchase Orders and Payment

2.6.2.1 Purchase Orders. As a condition for purchasing under this Contract, purchasers must be MMCAP Participating Facilities in good standing with MMCAP. Then, MMCAP Participating Facilities may purchase goods by submitting Purchase Orders. MMCAP Participating Facilities may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this Contract, the terms of this Contract supersede such conflicting or contrary terms.

2.6.2.2 Payment of Purchase Orders. Each MMCAP Participating Facility will be responsible for payment of goods provided by Vendor. Payment Terms are net 30 days. Finance charge assessed monthly on past due amount at the rate of 1.5%. There are no additional charges when a credit card is used at time of order. The MMCAP Office will have no liability for an unpaid invoice of any MMCAP Member or MMCAP Participating Facility. Vendor agrees to invoice the MMCAP Participating Facility for all Products shipped. Vendor will accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Participating Facility will initiate this process with its bank. MMCAP Participating Facilities have all warranties, rights, remedies, and benefits under this Contract.

2.6.2.3 Verification of Authorized Purchasers. Upon request by MMCAP, Vendor must verify that it provides goods under this Contract only to MMCAP Participating Facilities. Vendor shall rely on the MMCAP membership listing at www.mmcap.org; as such list is updated from time to time. If such listing is incorrect, Vendor shall not be in breach of this Section.

2.6.2.4 Funds available and authorized/non-appropriation. Vendor will not be compensated for goods delivered under a Purchase Order by any entity other than the MMCAP Participating Facility that issued the Purchase Order. By submitting a Purchase Order the MMCAP Participating Facility represents it has sufficient funds then currently available and authorized for expenditure to finance the costs of the Purchase Order.

2.6.2.5 Termination of Individual Purchase Orders. MMCAP Participating Facilities may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Participating Facility may establish in such notice, upon the occurrence of any of the following events:

- (i) The MMCAP Participating Facility fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Participating Facility is prohibited from paying for such goods from the planned funding source; or

(iii) Vendor commits any material breach of this Contract or a Purchase Order and has not cured such material breach within thirty (30) days of being notified of such breach by the MMCAP Participating Facility.

- a) Upon receipt of written notice of termination, Vendor shall stop performance under the Purchase Order as directed by the MMCAP Participating Facility.
- b) Termination of a Purchase Order does not extinguish or prejudice the MMCAP Participating Facility's right to enforce the Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance that has not been cured within thirty (30) days' notice of any material breach. If a Purchase Order is terminated, the MMCAP Participating Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Participating Facility.

2.6.2.6 Application of Public Records Law and Access to Records. MMCAP Participating Facilities maintain the right to all data related to specific Purchase Orders placed with the Vendor; however, specific data related to pricing, contract information, and any other aspect of this Contract belong to MMCAP and may not be released by the MMCAP Participating Facility without the prior written consent of the MMCAP Office.

2.7 Reports.

2.7.1 Pre-booking Reports. Vendor must supply MMCAP with automatic monthly updates during pre-booking and delivery. The monthly reports must include the following data and be sorted by state, city and customer name (in that order):

Customer Name
 Customer Number
 Order Number
 Bill to Address
 Bill to City
 Bill to State
 NDC
 Product Name
 Pack Size
 Contract Price
 Quantity Ordered (in packs)
 Quantity Shipped
 Extended Price (Quantity * Price)
 Ship Date
 Tracking Number

2.7.2 Final Sales Report. Vendor(s) must supply to the MMCAP Office accurate monthly sales data by the last calendar day of the subsequent month. This data MUST include the following for every transaction between the Vendor and the MMCAP Participating Facility:

MMCAP Contract No.: MMS14005

Required Data Field Full Name
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code (May be left blank)
Vendor-assigned Account number for the MMCAP Facility
Invoice Number
Invoice Line Number
Purchase Order Number
Invoice date (mmddccyy)
Buyer name or equivalent of buyer ID for person submitting the invoices- (May be left blank)
Vendor's (distributor) SKU item number
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc. (for pharmaceuticals)
Label Name
Unit Dose (selling unit of measure)
Pack Size
Unit
Case Size
Dose
Strength (May be left blank)
Route (May be left blank)
Unit Price (99999.9999)
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (1=MMCAP contract purchase, 2=other contract purchase (340B,PHS), 3=not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999)
MMCAP Contract Number (MMSxxxxx)
Admin fee for not-on-contract items (9999.9999) (May be left blank)
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code (McKesson=1001)
Manufacture Name (MFG Name)
Class of Trade (May be left blank)
340B Purchase (1=True, 0=False) (May be left blank)

Final Sales Report - Fixed Length Fields

Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP_id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code (May be left blank)	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack_Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case_Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocity	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin fee for not-on-contract items (9999.9999)(May be left blank)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code				4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade (May be left blank)		Alpha Numeric		4	1	464	467
340B Purchase (1=True, 0=False)		Alpha Numeric		1	1	468	468

2.7.3 Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases (minus any credits). The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to three percent (3%) of MMCAP Participating Facilities' purchases for all Products. Payments are due by the last calendar day of the month following each calendar quarter. (January, February, March is due April by the last calendar day of the month, April, May, June, is due July by the last calendar day of the month, July, August, September is due October by the last calendar day of the month and, October, November, December is due January by the last calendar day of the month.) If this amount does not cover all purchases, additional payments must be made monthly until all amounts due are fully paid. The check will be remitted to the following address:

MMCAP-State of Minnesota
Attn: Administrative Fee Coordinator
50 Sherburne Ave, Suite 112
St. Paul, MN 55155

Vendor is not required to pay administrative fees on excise tax amounts or returns. MMCAP is a "group purchasing organization" as used within 42 CFR Section 1001.952(j), and as such, it is an entity authorized to act as a purchasing agent for a group of entities who are furnishing services for which payment may be made in whole or in part under Medicare or a State health care program, and who are neither wholly-owned by MMCAP nor subsidiaries of a parent corporation that wholly owns MMCAP (either directly or through another wholly-owned entity), and the MMCAP program and this Agreement do and will continue to fully comply with the safe harbor described therein.

The parties intend to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). In this regard, the parties acknowledge that Vendor will satisfy any and all requirements imposed on sellers by these safe harbors; and MMCAP and each MMCAP Participating Facility will satisfy any and all requirements imposed on buyers and GPOs, as applicable.

With payment, Vendor must submit an Administrative Fee Data Report. The Administrative Fee Data Report must contain the fields detailed above. A detailed data file in Microsoft Excel format will be provided upon contract execution. All required Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us. Failure to comply with this provision may constitute breach of this Contract.

2.8 DEA Number and HIN Numbers. The Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration (DEA) number assigned to it in order to be eligible for contract pricing. If an MMCAP Participating Facility does not have a DEA number, MMCAP will have a Health Industry Number (HIN) assigned. The MMCAP Participating Facility must have applicable licensure to receive product based on the individual state requirements.

2.9 Own Use. All items acquired by MMCAP Participating Facilities under this contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

2.10 Returned Goods/Credits. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK= Non-returnable

Novartis= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

bioCSL= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

Sanofi Pasteur= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

Medimmune= Non-returnable.

Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.

2.11 State Specific Requirements. See Attachment A, which is attached and incorporated.

2.12 Product Dating. With the exception of FluMist, which has a shelf life of 4.5 months, all Products supplied to MMCAP Participating Facilities must have an expiration date of at least six months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period. However, all Products supplied must still be usable on the date received by the MMCAP Participating Facility.

2.13 Customer Service.

2.13.1 Primary Account Representative. Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
- Timely response to all MMCAP inquiries
- Performance of the business review as described in 2.13.3

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request. The Vendor's authorized representative is Therese Mugge.

2.13.2 Vendor Customer Service Representatives/Group

Vendor toll free ordering numbers, fax number, online web addresses and email for support or orders. Customer Service may be reached at (800) 328-8111 Option 1, via facsimile at (800) 237-9766, via email at government.sales@mckesson.com, or online via Supply Manager at <https://mms.mckesson.com>.

2.13.3. Business Reviews. Vendor will perform at least one business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address the following: a review of sales to members, pricing and contract terms, administrative fees, FDA and DEA issues, supply issues, pipeline update, outstanding contract issues, customer issues, and any other necessary information.

2.14 Dispute Resolution

Vendor and MMCAP will handle dispute resolution for unresolved contract eligibility issues using the following procedure:

2.14.1 Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2.14.2 Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

2.14.3 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or MMCAP members as a result of such failure to proceed will be borne by the Vendor.

2.14.4 MMCAP Rights. In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days' written notice to the other party.

3. Authorized Representatives. MMCAP's Authorized Representative is the MMCAP Contracting & Business Operations Manager, Department of Administration, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor's Authorized Representative is Therese Mugge.

4 Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement. If the Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed by both parties.

4.3 Waiver. If a party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

4.4 Contract Complete. This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

5. Liability. The Vendor must indemnify, save, and hold MMCAP, its agents, and employees harmless from any claims or causes of action brought by third parties, including attorneys' fees incurred by MMCAP, arising out of the negligence or willful misconduct of Vendor in performance of this Contract. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract. In no event will Vendor be liable to MMCAP under, in connection with, or related to this Contract for any indirect, incidental, special, punitive, or consequential damages whether or not Vendor is advised of the possibilities of those damages whether based on breach of contract, warranty, tort, product liability, or otherwise (including lost profits) from any cause.

VENDOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY VENDOR INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. MMCAP SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF VENDOR HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE MMCAP CONTRACT.

6. State Audits. Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract. Audits may be conducted by representatives of MMCAP in collaboration with other state and federal authorities. Such audits may only be conducted during ordinary business hours and upon reasonable notice to Vendor. Vendor and MMCAP and/or participating MMCAP Participating Facility shall each be responsible for its own costs associated with any audit, including reasonable costs related to production of records and/or other documents requested by the other party.

7. Government Data Practices and Intellectual Property

7.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter, as it applies to all data provided by MMCAP under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify MMCAP. MMCAP will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

8. Publicity and Endorsement

8.1 Publicity. Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program or publications provided resulting from this contract.

8.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

9. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

10. Antitrust. Deleted in its entirety.

11. Force Majeure. Neither party to this contract will be held responsible for delay or default caused by product release by the United States Food and Drug Administration, fire, riot, acts of God and/or war, or raw material shortage that are beyond that party's reasonable control. Manufacturers' failure to supply Vendor shall be considered a raw material shortage that is beyond Vendor's reasonable control.

12. Severability. If any provision of the resulting Contract, including items incorporated by reference or any application of their terms thereof, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

13. Default and Remedies. Either of the following constitutes cause to declare the contract or any order under this contract in default:

- (a) Nonperformance of contractual requirements; or
 - (b) A material breach of any term or condition of this contract.
- Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.
- If the default remains after the opportunity for cure, the nondefaulting party may:
- (a) Exercise any remedy provided by law or equity;
 - (b) Terminate the contract or any portion thereof, including any orders issued against the contract; or
 - (c) Impose liquidated damages, as specified in the solicitation or contract.

14. Certification. Vendor certifies that (i) it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act that are applicable to a distributor, (ii) it has not adulterated or misbranded any products to be delivered pursuant to this agreement, within the meaning of the Food, Drug, and Cosmetic Act or any regulation of the Food and Drug Administration or the Minnesota State Board of Pharmacy, (iii) it will maintain all products according to all product storage requirements and specifications, including, without limitation, the product labeling and other instructions from the

applicable manufacturer, (iv) it will only purchase products directly from the original manufacturer and not from any alternate source other than a manufacturer-designated Authorized Distributor of Records (ADR), and (iv) it will maintain appropriate state & federal licensure. MMCAP acknowledges that Vendor is not the manufacturer of any influenza vaccines. Vendor shall assign to purchasers, to the extent permitted by the manufacturer, any manufacturers' warranties and indemnities applicable to influenza vaccines, and that Vendor disclaims all warranties express and implied, including warranties those of merchantability, non-infringement and fitness for a particular purpose, of the influenza vaccines.

15. Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number already provided to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16. Insurance Requirements

16.1 Vendor must maintain the following insurance (or a comparable program of self-insurance or captive insurance) in force and effect throughout the term of the Contract.

16.2 Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance or captive insurance):

Commercial General Liability Insurance: Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for property damage, including loss of use which may arise from operations under the Contract.

Insurance **minimum** limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate

\$5,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Contractual Liability

Products and Completed Operations Liability

MMCAP named as an Additional Insured

Commercial Automobile Liability Insurance (If Applicable):

Auto Liability insurance is not necessary unless the Vendor, Vendor's employees, or subcontractors will be driving on state property or on the property of Participating Facilities or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of MMCAP.

Vendor will maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance.

Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile**16.3 Additional Insurance Conditions:**

- In the absence of MMCAP's sole negligence, Vendor required insurance must be primary to any other valid and collectible insurance available to MMCAP with respect to claims arising out of Vendor's negligent acts, errors or omissions.
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP.
- Unless Vendor is self-insured or maintains captive insurance, Vendor's policy(ies) will include legal defense fees in addition to its policy limits;
- Unless Vendor is self-insured or maintains captive insurance, Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and;
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

16.4 MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor.

17. Minnesota Statutes Section 181.59. The vendor will comply with the provisions of Minnesota Statutes Section 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract

18. Affirmative Action. Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

18.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

18.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled

individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 Minnesota Rules 5000.3400-5000.3600.

18.3.1 General. Minnesota Rules 5000.3400-5000.3600 implement Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

18.3.2 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

18.3.3 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

18.3.4 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19. Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form (Attachment A) submitted with its proposal are true, accurate and incorporated into this contract by reference.

MMCAP Contract No.: MMS14005

20. E-Verify Certification

As required by Minnesota Statutes Section 16C.075, for services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of the State of Minnesota and MMCAP, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to the State of Minnesota or MMCAP upon request.

21. Cancellation. MMCAP or the Vendor may cancel this contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or products supplied through the contract cancellation date.

**1. MCKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.**

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: President
Date: 2/17/14

By: _____
Title: _____
Date: _____

2. STATE OF MINNESOTA FOR MMCAP
In accordance with Minn. Stat. ' 16C.03, Subd. 3

By: [Signature]
Title: Pharm. Analyst
Date: 2-18-14

3. COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. ' 16C.05, Subd. 2

By: [Signature]
Title: _____
Date: FEB 18, 2014

**ATTACHMENT A TO
MMCAP Standard Contract Terms and Conditions**

2.11.1 STATE OF NEW YORK (RESERVED)

2.11.2 STATE OF FLORIDA

The following applies only purchases made by entities designed by the State of Florida.

1. Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule.

A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at <http://www.myflorida.com>). Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8 a.m. - 5:30 p.m. Eastern Time) to register.

2. Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE. The 1% fee is added on top of the price. The State of Florida must provide a current W-9 form for Vendor to process Administrative Fee, if awarded contract.**

2.11.3 STATE OF CALIFORNIA (RESERVED)

MMCAP Contract No.: MMS14005

Attachment A

2.11.4 STATES OF GEORGIA, OKLAHOMA, SOUTH CAROLINA AND WASHINGTON

The following applies only purchases made by entities designed by the States of Georgia, Oklahoma, South Carolina and Washington and are authorized by laws in each respective state.

Vendor will add the following state procurement fees to its contract prices with MMCAP. These will be considered "pass through" fees paid by the affected MMCAP Participating Facilities in the applicable state in addition to the cost of the Vendor's goods.

State Procurement Fees	
State	Administrative Fee Percentage
Georgia	2%
Oklahoma	1%
South Carolina	1%
Washington	0.74%

Upon distribution of all vaccine pursuant to this contract, but no later than April 1, 2015, Vendor will pay to the corresponding state recipient listed below the total amount collected during the term of this contract for net sales applicable to that state.

Sales reports must be in Excel spreadsheet format and must contain the following fields: Vendor, Part Number/SKU, Item Description, Customer Name, NIGP Code, Unit of Measure (Packaging), Volume Quantity, Order Date, Date Delivered, List Price, Contract Price, Total Contract Spend, Total State Procurement Fee Owed Off Contract Price. Vendor will work to accommodate any individual state reporting requirements.

Georgia payments and reports must be sent to:

Department of Administrative Services
Finance & Administration Division
Finance and Administration Division Director
Sloppy Floyd Building
200 Piedmont Avenue, S.E.
Suite 1820, West Tower
Atlanta, Georgia 30334-9010

Oklahoma payments and reports must be sent to:

(U.S. POSTAL SERVICE)
Oklahoma Department of Central Services,
Central Purchasing Division
P.O. Box 528803
Oklahoma City, OK 73152

(COMMON CARRIER)
Oklahoma Department of Central Services,
Central Purchasing Division
2401 N. Lincoln, Ste 116
Oklahoma City, OK 73105

MMCAP Contract No.: MMS14005
Attachment A

South Carolina payments and reports must be sent to:

Materials Management Office
Attn: Contract Admin. Fee
1201 Main Street, Suite 600
Columbia, S.C. 29201.

Payments must be made to the order of the Materials Management Office.

The State of South Carolina must provide a current W-9 form for Vendor to process the Administrative Fee.

Auditing and Contract Close Out. In addition to the Audit clause of Article 6 of this contract, all sales reports and Fee payments will be subject to audit by the applicable State requesting the procurement fee.

Late Payment Fee. All amounts that become payable by the Vendor under this contract must bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate will be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), will be variable, and will be adjusted effective at the close of business on the day of any change in the prime rate.

In the event the Vendor fails to make any payment when due, Vendor will be liable to the applicable state for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this contract.

Washington payments and reports must be sent to:

Fees are applicable only to facilities governed by the State of Washington (e.g., cities and counties would not be subject to this fee).

State of Washington, Department of Enterprise Services
Finance Department
1500 Jefferson Street
Mail Stop 41460
Olympia, WA 98501

DES reserves the right to audit, or have a designated third party audit, applicable records to ensure that the DES has been properly invoiced and all Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Procurement Fee payment must reference the Contract number, Work Request Number (if applicable) and the year and quarter for which the Fee is being remitted.

2.11.5 ALL OTHER STATES

In the event any other MMCAP members require additional contract terms or conditions or collects a service or transaction fee or other type of administrative fee from the Vendor, those terms and conditions or fees must be amended into the MMCAP contract. For example, if a Member state requires a one percent (1%) service fee to be paid by the MMCAP-contracted Vendor, the MMCAP Member must present the information to MMCAP and an amendment to the contract will be issued that will change the cost of the products to that state to include the fee.

MMS14005

AMENDMENT ONE TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective February 26, 2014

Table 1 of Article 2.1 of the Original Contract is amended to reduce the pricing on the following products for the 2014-2015 season.

Mfg Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	GA Cost (Prices do not include FET)
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$73.50	\$74.04	\$74.24	\$74.97
Novartis Vaccines	Fluvirin TIV	5 ml MD vial	10 dose	\$66.50	\$66.99	\$67.17	\$67.83
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$154.50	\$155.64	\$156.05	\$157.59

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: [Signature]

Title: President, McKesson Medical-Surgical

Date: March 4, 2014

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]

Title: SPR P

Date: 3-4-2014

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]

Date: March 4, 2014

McKesson Medical- Surgical MN Supply Inc. Contract MMS14005

Amendments 2 - 6
are not posted for
viewing

AMENDMENT 7 TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective January 12, 2015

Revision 1: Article 1.2 Expiration date is amended to: December 31, 2016, with the option to extend for two additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

Revision 2: Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2015-2016 season.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval Quadrivalent	5 ml MD vial	10 dose	\$158.05	\$159.63	\$161.21	150,000 doses
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10	\$169.05	\$170.74	\$172.43	150,000 doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	\$100.00	\$101.00	\$102.00	400,000 doses
bioCSL	Afluria TIV	5 ml MD vial	10 dose	\$90.00	\$90.90	\$91.80	500,000 doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	\$181.30	\$183.11	\$184.93	250,000 doses
Novartis Vaccines	Flucelvax	0.5 ml prefilled syringes	Pack of 10	\$82.49	\$83.32	\$84.14	400,000 doses
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$82.49	\$83.32	\$84.14	600,000 doses
Novartis Vaccines	Fluvirin TIV	5 ml MD vial	10 dose	\$73.65	\$74.39	\$75.12	500,000 doses
Sanofi Pasteur	Fluzone TIV	5ml MD vial; 6 months of age and older	10 dose	\$89.33	\$90.22	\$91.12	600,000 doses

MM514005
Amendment 7

MM514005
Amendment 7

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$151.87	\$153.39	\$154.91	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$160.88	\$162.49	\$164.10	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$168.92	\$170.61	\$172.30	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$200.85	\$202.86	\$204.87	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$311.73	\$314.85	\$317.97	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	TBD	TBD	TBD	150,000 doses

Revision 3: 2.10 Returned Goods/Credits. Is amended to include return and credit information for the 2015-2016 season. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK= Non-returnable.

Novartis= Non-returnable.

bioCSL= Non-returnable.

Sanofi Pasteur= Non-returnable.

Medimmune= Non-returnable.

Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.

AMENDMENT 7 TO MMCAP CONTRACT MMS14005

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: _____

Title: _____

Date: _____

[Signature]
VP & COO
1/23/2015

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: _____

Title: _____

Date: _____

[Signature]
Pharmacy Analyst
1-26-15

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: _____

Date: _____

[Signature]
Jan 26, 2015

AMENDMENT EIGHT TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective March 2, 2015

Revision 1: Table 1 of Article 2.1 is amended to reduce the pricing of the following * Products for the 2015-2016 season.

Revision 2: Table 1 of Article 2.1 is amended to add pricing for Fluzone Quadrivalent Intradermal, No Preservative for the 2015-2016 season.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval Quadrivalent*	5 ml MD vial	10 dose	\$147.58	\$149.06	\$150.53	150,000 doses
GSK	Fluarix Quadrivalent*	0.5ml prefilled syringes	Pack of 10	\$158.10	\$159.68	\$161.26	150,000 doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	\$100.00	\$101.00	\$102.00	400,000 doses
bioCSL	Afluria TIV*	5 ml MD vial	10 dose	\$85.00	\$85.85	\$86.70	500,000 doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	\$181.30	\$183.11	\$184.93	250,000 doses
Novartis Vaccines	Flucelvax*	0.5 ml prefilled syringes	Pack of 10	\$80.49	\$81.29	\$82.10	400,000 doses
Novartis Vaccines	Fluvirin TIV*	0.5 ml prefilled syringes	Pack of 10	\$80.49	\$81.29	\$82.10	600,000 doses
Novartis Vaccines	Fluvirin TIV*	5 ml MD vial	10 dose	\$70.45	\$71.15	\$71.86	500,000 doses
Sanofi Pasteur	Fluzone TIV*	5ml MD vial; 6 months of age and older	10 dose	\$83.90	\$84.74	\$85.58	600,000 doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent*	5ml MD vial; 6 months of age and older	10 dose	\$142.83	\$144.26	\$145.69	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative*	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$155.31	\$156.86	\$158.42	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative*	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$160.87	\$162.48	\$164.09	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose*	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$191.09	\$193.00	\$194.91	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative*	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$287.36	\$290.23	\$293.11	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$174.92	\$176.67	\$178.42	150,000 doses

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: _____

Title: President, Extended Care

Date: 3/6/15

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: _____

Title: SPA-P

Date: 3/9/2015

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: _____

Date: March 9, 2015

AMENDMENT NINE TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective April 8, 2015

Revision 1: Table 1 of Article 2.1 is amended to reduce the pricing of the following Products for the 2015-2016 season.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$151.31	\$152.82	\$154.34	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$158.87	\$160.46	\$162.05	150,000 doses
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$79.69	\$80.49	\$81.28	600,000 doses

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: _____

Title: President, Extended Care

Date: 4/23/2015

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Danah Christensen

Title: Pharmacy Analyst

Date: 04-23-2015

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: Deatler Birkett

Date: April 27, 2015

AMENDMENT TEN TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); McKesson Medical-Surgical Minnesota Supply Inc. 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective February 1, 2016

Revision 1: Article 1.2 Expiration date: December 31, 2017, with the option to extend for one additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

Revision 2: Table 1 of Article 2.1 is amended to add Products and pricing for the 2016-2017 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval Quadrivalent	5 ml MD vial;	10 dose; 3yrs & above	\$154.28	\$155.82	\$157.37	150,000 doses
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10; 3yrs & above	\$168.51	\$170.20	\$171.88	150,000 doses
MedImmune	Flumist Quadrivalent	Nasal sprayer	Pack of 10; 2-49 yrs.	\$181.30	\$183.11	\$184.93	250,000 doses
Protein Sciences	Flublok	0.5ml single dose vials	Pack of 10; 18yrs & above	\$350.00	\$353.50	\$357.00	200,000doses
Seqirus	Afluria TIV	0.5ml prefilled syringes	Pack of 10; 9yrs & above	\$100.97	\$101.98	\$102.99	400,000 doses
Seqirus	Afluria TIV	5 ml MD vial	10 dose; 9yrs & above	\$86.13	\$86.99	\$87.85	500,000 doses

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Seqirus	Fluad	0.5ml prefilled syringes	Pack of 10; 65yrs & above	\$295.64	\$298.60	\$301.55	200,000 doses
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 18yrs & above	Pack of 10	\$TBD	\$TBD	\$TBD	200,000 doses
Seqirus	Fluvirin TIV	0.5 ml prefilled syringes; 4yrs and above	Pack of 10	\$100.97	\$101.98	\$102.99	600,000 doses
Seqirus	Fluvirin TIV	5 ml MD vial; 4yrs & above	10 dose	\$86.13	\$86.99	\$87.85	500,000 doses
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$147.17	\$148.64	\$150.11	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$158.83	\$160.42	\$162.01	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$163.60	\$165.24	\$166.87	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$208.40	\$210.48	\$212.57	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$356.74	\$360.31	\$363.88	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$158.83	\$ 160.42	\$162.01	150,000 doses

Revision 3: Article 2.10 Return Goods/Credits: Is amended to include return and credit information for the 2016-2017 season. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Medimmune= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Protein Sciences= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Sanofi Pasteur= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Seqirus= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Vendor will supply a copy of its return goods credit policy to MMCAP and or Participating Facilities upon request.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: 

Title: President

Date: 2/18/2016

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: 

Title: SFA-P

Date: 2/18/2016

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 

Date: Feb. 19, 2016

MMS14005

AMENDMENT ELEVEN TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); McKesson Medical-Surgical Minnesota Supply Inc. 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

Effective May 26, 2016

Revision 1: Table 1 of Article 2.1 is amended to add the pricing of the following Product for the 2016-2017 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Seqirus	Flucelvax Quadrivalent No Preservative	0.5ml prefilled syringes; 18 years and above	Pack of 10	\$141.72	\$143.14	\$144.55	200,000 doses

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: [Signature]
 Title: Area President, EC Sales
 Date: 6/14/16

2. State of Minnesota, MMCAP Program

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]
 Title: Pharmacy Analyst
 Date: 6-22-16

3. Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]
 Date: 6/22/2016

McKesson Medical- Surgical Minnesota Supply

MMS14005

Amendment #12-#14

Not posted

For viewing

AMENDMENT FIFTEEN TO MMCAP CONTRACT MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment
(1885JV)

Effective February 7, 2017 or when fully executed whichever is later.

Revision 1: Article 1.2 Expiration date: December 31, 2018, or as cancelled pursuant to clause 21.

Revision 2: Table 1 of Article 2.1 is amended to add Products and pricing for the 2017-2018 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	\$154.28	\$155.82	\$156.59	\$157.37
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 3yrs & above	Pack of 10	\$168.51	\$170.20	\$171.04	\$171.88
MedImmune	Flumist Quadrivalent	Nasal sprayer; 2-49 yrs.	Pack of 10	\$190.49	\$192.39	\$193.35	\$194.30
Protein Sciences	Flublok Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	\$400.00	\$404.00	\$406.00	\$408.00
Seqirus	Afluria TIV	0.5ml prefilled syringes; 5yrs & above	Pack of 10	\$107.48	\$108.55	\$109.09	\$109.63
Seqirus	Afluria TIV	5 ml MD vial; 5yrs & above	10 dose	\$98.30	\$99.28	\$99.77	\$100.27
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	\$130.61	\$131.92	\$132.57	\$133.22
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	\$121.67	\$122.89	\$123.50	\$124.10
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	\$399.18	\$403.17	\$405.17	\$407.16
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	\$156.64	\$158.21	\$158.99	\$159.77
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	\$147.31	\$148.78	\$149.52	\$150.26

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
Seqirus	Fluvirin TIV	0.5 ml prefilled syringes; 4yrs and above	Pack of 10	\$107.48	\$108.55	\$109.09	\$109.63
Seqirus	Fluvirin TIV	5 ml MD vial; 4yrs & above	10 dose	\$98.30	\$99.28	\$99.77	\$100.27
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	\$147.17	\$148.64	\$149.38	\$150.11
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$158.84	\$160.43	\$161.22	\$162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$158.84	\$160.43	\$161.22	\$162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$167.50	\$169.18	\$170.01	\$170.85
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$410.96	\$415.07	\$417.12	419.18
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$158.84	\$160.43	\$161.22	\$162.02

Revision 3: Article 2.10 Return Goods/Credits: Is amended to include return and credit information for the 2017-2018 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2017 and receive their full pre-book on or before November 17, 2017 will have the right to return up to 20% per vendor, excluding FluMist® of unopened products for the 2017-2018 influenza season, according to the guidelines below:
 - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2018 and March 01, 2018, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
 - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
 - Customer will receive a credit for eligible doses returned to McKesson between February 01, 2018 and March 01, 2018 in the subsequent influenza season on or before December 31, 2018.

➤ FluMist® Return Policy:

Customers that pre-book by June 30th, 2017 will have 100% returnability on unused, unopened, full carton product

Customers that pre-book July 1, 2017 or after may return up to 50% on unused, unopened full carton product.

Revision 4: Effective when signed, **Article 2.7.3 Administrative Fee**, of the Original Contract, is amended to change the administrative fee remittance address to:

Financial Management & Reporting - MMCAP
50 Sherburne Avenue, Suite 309
St. Paul, MN 55155

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**1. MCKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.**

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Proposal Manager

Date: 2-10-2017

By: _____

Title: _____

Date: _____

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]

Title: SPA-P

Date: 2/13/2017

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]

Title: _____

Date: Feb. 13 2017

McKesson Medical- Surgical Minnesota Supply

MMS14005

Amendment #16

Not posted

For viewing

AMENDMENT NO. 17 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

The State of Minnesota recently enacted legislation requiring Israel Anti-discrimination Language in all contracts valued over \$50,000. MMCAP and the Vendor are willing to amend the Original Contract as stated below

Contract Amendment
(MJ)

Revision 1: Effective when fully signed, the following new contract article will be added to the Original Contract:

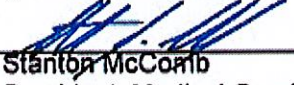
22 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this article, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**1. MCKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.**

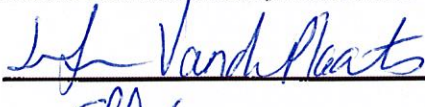
The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Stanton McCornib
Title: President, Medical-Surgical
Date: 12/20/17

By: _____
Title: _____
Date: _____

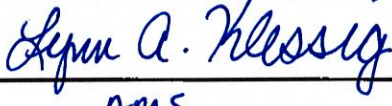
2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: 
Title: SPA-C
Date: 12/20/2017

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 
Title: AMS
Date: 12/20/2017

AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment

(1936JV)

Effective February 2, 2018 or when fully executed whichever is later.

Revision 1: Table 1 of Article 2.1 is amended to add Products and pricing for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	160.98	162.59	163.40	164.20
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	176.01	177.77	178.65	179.53
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	176.01	177.77	178.65	179.53
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	153.24	154.77	155.54	156.31
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	142.26	143.68	144.39	145.11
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	433.50	437.84	440.00	442.17
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	153.24	154.77	155.54	156.31
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	142.26	143.68	144.39	145.11
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	154.67	156.22	156.99	157.76
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	166.34	168.00	168.84	169.67
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	166.34	168.00	168.84	169.67
Sanofi Pasteur	Fluzone Quadrivalent	0.25ml prefilled syringe; 6 months	Pack of 10	166.34	168.00	168.84	169.67

AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
	No Preservative Pediatric Dose	to 35 months of age					
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	456.12	460.68	462.96	465.24
Sanofi Pasteur	Flublok Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	456.12	460.68	462.96	465.24

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include return and credit information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor of unopened products for the 2018-2019 influenza season, according to the guidelines below:
 - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
 - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
 - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

Revision 3: 2018-2019 McKesson Prebook order form added as Exhibit A.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Stanton J. McLomb

3A20411B7B33403...

Title: President

Date: February 13, 2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Debra C. L. Burandt

Title: SPT Coordinator

Date: 2.14.2018

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: Lynn A. Klessig

Title: AMS

Date: 2/14/2018

MFR	TEMPLATE ID#	Description	Age Range	Doses per Vial/ Box	CPT Code	Preservative Status	2017 - 2018 Reference Quantity Used	Total Quantity Vials/ Boxes	Price per Vial/Box	Extended Price
Seqirus	SQAFLVL18	AFLURIA [®] , QUAD MDV 5mL	5 years and above	10 Doses/ Vial	90688	Contains Preservative			\$ 142.26	
	SQAFLSYR18	AFLURIA [®] , QUAD SYR 0.5mL	5 years and above	10 Doses/Box	90686	Preservative Free			\$ 153.24	
	SQCELVL18	FLUCELVAX [®] , QUAD MDV 5mL	4 years and above	10 Doses/ Vial	90756	Contains Preservative			\$ 142.26	
	SQCELSYR18	FLUCELVAX [®] , QUAD SYR 0.5mL	4 years and above	10 Doses/Box	90674	Preservative Free			\$ 153.24	
	SADSYR18	FLUAD [®] , TRI SYR 0.5mL	65 years and above	10 Doses/Box	90653	Preservative Free			\$ 433.50	
Sanofi	SPQVL18	FLUZONE [®] , QUAD MDV 5mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/ Vial	90687/ 90688	Contains Preservative			\$ 154.67	
	SPQSDV18	FLUZONE [®] , QUAD SDV 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 166.34	
	SPQPED18	FLUZONE [®] , QUAD Pediatric SYR 0.25mL	6 - 35 months	10 Doses/Box	90685	Preservative Free			\$ 166.34	
	SPHIGH18	FLUZONE [®] High-Dose, TRI SYR 0.5mL	65 years and above	10 Doses/Box	90662	Preservative Free			\$ 456.12	
	SPQSYR18	FLUZONE [®] , QUAD SYR 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 166.34	
Protein Sciences	PSQSYR18	FLUBLOX [®] , QUAD SYR 0.5mL	18 years and above	10 Doses/ Box	90682	Preservative Free			\$ 456.12	
GSK	GQSYRX18	FLUARIX [®] , QUAD SYR 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 176.01	
	GSKQVL18	FLULAVAL [®] , QUAD MDV 5mL	6 months and above	10 Doses/ Vial	90688	Contains Preservative			\$ 160.98	
	GKSYR18	FLULAVAL [®] , QUAD SYR 0.5mL	6 months and above	10 Doses/Box	90686	Preservative Free			\$ 176.01	
AstraZeneca	AZSPRY18	FLUMIST [®] , QUAD Intranasal Spray	2 - 49 years	10 Doses/ Box	90672	Preservative Free				
Total Flu Vaccine Prebook				Total Doses				Total Quantity	Total Price	

Vaccine cost includes \$0.75 per dose Federal Excise Tax.

All prebooks not canceled by July 13, 2018 automatically turn into orders.

I acknowledge that I have read this document in its entirety and agree to the terms and conditions stated herein. I am authorized to order flu vaccines on behalf of this practice.

Account Number		Date*	
Ship-to Account Number		Signature*	
Provider Name			
Address	P.O. Number		
City/State	Phone		
Zip	Fax		
Account Manager	Provider Email		



MMS14005 Exhibit A

McKESSON

2018 – 2019 Influenza Vaccine Pre-book Form



Send to: fluconnection@mckesson.com
Fax: 1.855.888.8358

Account Number			
Ship-to Account Number			
Provider Name			
Address	P.O. Number		
City/State	Phone		
Zip	Fax		
Account Manager	Provider Email		

Influenza Resources



Pre-book online at
mms.mckesson.com/flu



Contact your
Account Manager



Have flu questions? Contact the
Flu Team at 877.MCK4FLU (877.625.4358)
or fluconnection@mckesson.com

Terms of Sale

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 13, 2018. By placing this order, you agree to purchase the designated Flu Vaccine upon delivery. You further agree that, with mutual approval of the member/customer and McKesson, McKesson may substitute products at the same sales price as long as the substitute product has an equal or greater age indication and is provided in the same form. After July 13, 2018, you may cancel only the quantity of Flu Vaccine that McKesson fails to deliver by November 16, 2018. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for Flu Vaccine.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Return Policy

Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor, excluding FluMist®, of unopened products for the 2018 – 2019 influenza season, according to the guidelines below:

- Customer will receive a credit for eligible doses returned to McKesson between February 01, 2019 and March 01, 2019 in the subsequent influenza season on or before December 31, 2019.
- Unopened vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
- Only unopened units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.

For Example:

- A purchase of 30 vials = 6 unopened vials eligible for return
- A purchase of 33 vials = 6.6, rounded down to 6 unopened vials eligible for return
- A purchase of 6 boxes of syringes = 60 doses = Not eligible (minimum order quantity not met)



SANOFI PASTEUR



AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

(1939JV)

Effective February 21, 2018 or when fully executed whichever is later.

Revision 1: Table 1 of Article 2.1 is amended to add Products and pricing for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	153.48	155.01	155.78	156.55
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	168.51	170.20	171.04	171.88
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	168.51	170.20	171.04	171.88
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	145.74	147.20	147.93	148.65
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	134.76	136.11	136.78	137.46
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	426.00	430.26	432.39	434.52
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	145.74	147.20	147.93	148.65
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	134.76	136.11	136.78	137.46
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	147.17	148.64	149.38	150.11
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	158.84	160.43	161.22	162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	158.84	160.43	161.22	162.02
Sanofi Pasteur	Fluzone Quadrivalent No	0.25ml prefilled syringe; 6 months to 35 months of	Pack of 10	158.84	160.43	161.22	162.02

AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
	Preservative Pediatric Dose	age					
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	448.62	453.11	455.35	457.59
Sanofi Pasteur	Flublok Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	448.62	453.11	455.35	457.59

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include return and credit information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor of unopened products for the 2018-2019 influenza season, according to the guidelines below:
 - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
 - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
 - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

Revision 3: 2018-2019 McKesson Prebook order form added as Exhibit A.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stanton J. McComb
3A20411B7B33403...
Title: President
Date: February 21, 2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Sara Turnbull PharmD, BCPS
Title: Pharmacist Sr.
Date: 2-22-18

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: Lynn A. Klessig
Title: AMS
Date: 2/22/2018

AMENDMENT NO. 20 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

(1940JV)

Effective February 27, 2018 or when fully executed whichever is later.

Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to add the following product for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
AstraZeneca	FluMist	Nasal Sprayer; Age 2 – 49 years	Pack of 10	\$190.49* through 5/31/201; after \$194.30	\$192.40* through 5/31/2018;af ter \$196.40	\$193.35* through 5/31/2018; after \$197.22	\$194.30* through 5/31/2018; after \$198.19

Prices listed are not inclusive of Federal Excise Tax of \$0.75/dose.

* Members prebooking through May 31, 2018, and will also apply to all re-orders of product June 1, 2018 to June 30, 2019.

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include FluMist returns information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Flu Team at 1-877-625-4358.

AstraZeneca= Up to 100% of doses are eligible for return for orders placed by May 31, 2018. Up to 50% of doses are eligible for return for orders place after June 1, 2018

Revision 3: 2018-2019 McKesson FluMist Prebook order form added as Exhibit A-1.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**1. MCKESSON MEDICAL-SURGICAL
MINNESOTA SUPPLY INC.**

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: [Signature]

3A20411B7B33403...

Title: President

Date: March 3, 2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]

Title: Pharmacist Sr.

Date: 3-6-18

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]

Title: SPA-C

Date: 3/7/2018

2018-2019 Prebook Program for FluMist® Quadrivalent



FluMist® Quadrivalent Influenza Vaccine Live, Intranasal

Prebook FluMist Quadrivalent by May 31, 2018, to qualify for enhanced discounts and enhanced returns. See program details for more information; some restrictions apply.

More information is available at McKesson.com or by calling McKesson Medical at 1-877-625-4358.

2018-2019 Pricing and Returns Information for FluMist® Quadrivalent

This season's market offering includes two valuable extra benefits for ordering by **May 31, 2018**:

- An **additional 2%** discount over the base discount
- An **additional 50%** returns provision over the base provision

MARKET OFFERING		DISCOUNT % OFF LIST PRICE*	RETURNS PROVISION
Base Benefit†		15%	50%
Additional Benefit‡	+	2%	50%
Total Benefit	=	17%	100%

*List price is \$22.95 per dose. Excise tax of \$0.75 not included. Additional Distributor fees may apply.

†Base Benefit applies to all prebooks and orders June 1, 2018 to June 30, 2019.

‡Additional Benefit is contingent upon Customers prebooking prior to May 31, 2018, and will also apply to all re-orders of product June 1, 2018 to June 30, 2019.

Prebook Order Here	Item #	MFG	Description	PKG QTY Requested	Doses/ PKG	Confirm Total Doses	Discounted Price/PKG	Final Price/PKG Includes \$7.50 Federal Excise Tax
	AZSPRY18	AstraZeneca	FluMist® Quadrivalent (Influenza Vaccine Live, Intranasal) Supplied in a package of 10 pre-filled, single-use sprayers. Product must be kept refrigerated (2°-8°C/35°-46°F) at all times prior to use.		10		\$190.49 [§]	\$197.99 [§]

[§]Exclusive of Federal Excise Tax of \$0.75 per dose

Price reflects an additional discount of 2% for orders placed by May 31, 2018 and will increase by 2% for orders placed after June 1, 2018.

Please provide the following information:

Office Contact Name _____

Practice Name _____

Ship to Address _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Email _____

Signature (required) _____

Date _____ PO _____

McKesson Account Number _____

☐ **Check to set up a new account** — If you do not have a current McKesson Medical Account Number, please check here and we will send you everything you need.

Questions?

Call 1-877-625-4358

McKESSON

<https://mms.mckesson.com>

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 13, 2018. By placing this order, you agree to purchase the designated product upon delivery. After July 13, 2018, you may cancel only the quantity of product that McKesson fails to deliver by November 16, 2018. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for product.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Fax this back to McKesson Medical at 1-855-888-8358 or e-mail to Fluconnection@mckesson.com

AMENDMENT NO. 21 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 12755 Highway 55 #R200, Plymouth, MN 55441 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (1966JV)

Effective August 8, 2018 or when fully executed whichever is later.

Table 1 of Article 2.1 of the Original Contract is amended to correct pricing of the following product for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
AstraZeneca	FluMist	Nasal Sprayer; Age 2 – 49 years	Pack of 10	\$190.49* through 5/31/2018; after \$195.08	\$192.40* through 5/31/2018; after \$197.03	\$193.35* through 5/31/2018; after \$198.01	\$194.30* through 5/31/2018; after \$198.98

Prices listed are not inclusive of Federal Excise Tax of \$0.75/dose.

* Pricing applies for Members pre-booking through May 31, 2018, and will also apply to all re-orders of the product for the 2018-2019 flu season placed from June 1, 2018 to June 30, 2019.


Pricing for the 2019-2020 flu season will be established by separate agreement to be entered into hereafter between the parties.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: 

E3C1E383F347436...

Title: VP Corporate Accts Gov't

Date: 11/15/18

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

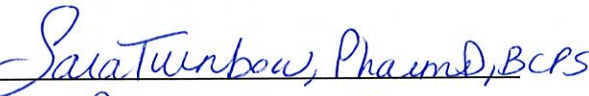
By: 

Title: SPA-C

Date: 11/16/2018

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 

Title: Pharmacist Sr.

Date: 11-16-18

AMENDMENT NO. 22 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10th Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

Contract Amendment (1976JV)

Effective: October 8, 2018 or when all signatures are obtained.

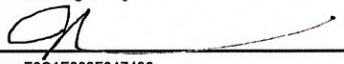
Article 1.2 Expiration date: December 31, 2019, or as cancelled pursuant to clause 21.

Pricing for the 2018-2019 remains as previously agreed to between the parties. Pricing for the 2019-2020 flu season will be established by separate agreement to be entered into hereafter between the parties.


Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

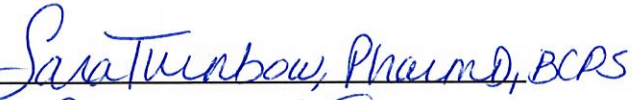
The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
E3C1E383F347436...
Title: VP Corporate Accts Gov't
Date: 11/15/18

2. STATE OF MINNESOTA FOR MMCAP In accordance with Minn. Stat. § 16C.03, subd. 3

By: 
Title: SPA Coordinator
Date: 11-15-2018

3. COMMISSIONER OF ADMINISTRATION In accordance with Minn. Stat. § 16C.05, subd. 2

By: 
Title: Pharmacist Sr.
Date: 11-15-18

By: _____
Title: _____
Date: _____

AMENDMENT NO. 23 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Avenue North, Golden Valley, Minnesota 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (1984JV)

Effective when signed, the address for McKesson Medical-Surgical Minnesota Supply Inc., will be updated to 12755 Highway 55 #R200, Plymouth, MN 55441.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: 

E3C1E383F347436...

Title: Vice President, Government Sales

Date: 11/28/2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: 

Title: SPA-C

Date: 11/28/2018

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 

Title: Pharmacist Sr.

Date: 11-28-18

By: _____

Title: _____

Date: _____

AMENDMENT NO.24 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT NO.24 ("Amendment") is entered into as of February 11, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc. a corporation with an address of 12755 Highway 55 #R200, Plymouth, Minnesota 55441 ("Vendor").

RECITALS

WHEREAS, MMCAP and Vendor entered into a Contract MMS14005 on February 18, 2014 ("Original Contract");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way of the MMS14005 Amendment 19 on February 22, 2018, Amendment 20 on March 6, 2018 and Amendment 21 on November 16, 2018; together, Original Contract and Amendment 19, 20, 21 will be referred to as "Agreement";

WHEREAS, MMCAP and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in Amendment which are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP.

Article and Clause Addendums

Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2019-2020 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) ¹	OK, SC Cost (Prices do not include FET) ¹	Alaska Cost (Prices do not include FET) ¹	Georgia Cost (Prices do not include FET) ¹
AstraZeneca	Flumist	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	\$218.00	\$219.53	\$220.18	\$221.27	\$222.36
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes, 6mo & older	Pack of 10	\$168.51	\$169.69	\$170.20	\$171.04	\$171.88
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 mo. & older	10 dose	\$153.48	\$154.55	\$155.02	\$155.78	\$156.55
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	\$168.51	\$169.69	\$170.20	\$171.04	\$171.88

¹ Reference Contract Section 2.11 State Specific Requirements

Vendor Agreement MMS14005

Amendment 24 (1993JVP)

February 11, 2019

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) ¹	OK, SC Cost (Prices do not include FET) ¹	Alaska Cost (Prices do not include FET) ¹	Georgia Cost (Prices do not include FET) ¹
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 3 years & older	Pack of 10	\$150.34	\$151.39	\$151.84	\$152.60	\$153.35
Seqirus	Afluria Quadrivalent	5 ml MD vial; 6 months & older	10 dose	\$139.02	\$139.99	\$140.41	\$141.11	\$141.80
Seqirus	Afluria Quadrivalent	0.25ml prefilled syringes; 6-35 months	Pack of 10	\$150.34	\$151.39	\$151.84	\$152.60	\$153.35
Seqirus	Fluad	0.5ml prefilled syringes; 65 years & older	Pack of 10	\$439.01	\$442.08	\$443.40	\$445.60	\$447.79
Seqirus	Flucelvax Quadrivalent	0.5ml prefilled syringes; 4 years & older	Pack of 10	\$182.98	\$184.26	\$184.81	\$185.73	\$186.64
Seqirus	Flucelvax Quadrivalent	5 ml MD vial; 4 years & older	10 dose	\$172.18	\$173.39	\$173.90	\$174.76	\$175.62
Sanofi Pasteur	Flublok Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	\$471.42	\$474.72	\$476.13	\$478.49	\$480.85
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mo. of age & older	10 dose	\$150.26	\$151.31	\$151.76	\$152.51	\$153.27
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 6mo. of age & older	Pack of 10	\$162.17	\$163.31	\$163.79	\$164.60	\$165.41
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 6mo of age & older	Pack of 10	\$162.17	\$163.31	\$163.79	\$164.60	\$165.41
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 mo. to 35 months of age	Pack of 10	\$171.00	\$172.20	\$172.71	\$173.57	\$174.42
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	\$471.42	\$474.72	\$476.13	\$478.49	\$480.85

Pricing in the above table does not include Federal Excise Tax (FET).

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include return and credit information for the 2019-2020 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by May 31, 2019 and receive their full pre-book on or before November 15, 2019 will have the right to return up to 20% per vendor, excluding FluMist, of unopened products for the 2019-2020 influenza season, according to the guidelines below:
 - Full vials or boxes must be returned to Vendor between February 01, 2020 and March 01, 2020, and in accordance with Vendor vaccine guidelines.
 - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
 - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

Revision 3: Section 2.11.2 of Attachment A, 2. Transaction Fee paragraph 1 only is deleted and replaced with:

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed Transaction Fee of 0.7%, which the Contractor shall pay to the State, as prescribed by rule 60A-1.031, Florida Administrative Code.

Revision 4: 2019-2020 McKesson Influenza Vaccine Prebook order form added as Exhibit A.

Except as herein amended, the provisions of the Original Contract/amendment between the parties are hereby expressly reaffirmed and remain in full force and effect.

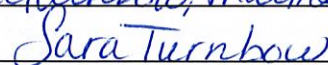
1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

Name: John Campbell
Signature: 
Title: VP Corporate Accts Gov't
Date: 2/11/2019

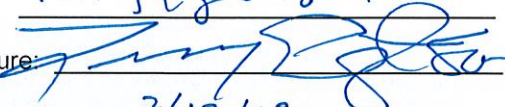
2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Sara Turnbow, PharmD, BCPS
Signature: 
Date: 2-12-19

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Derry Egerton
Signature: 
Date: 2/12/19

**McKESSON**

2019 - 2020 Influenza Vaccine Pre-book Form



Send to: fluconnection@mckesson.com
or Fax: 855.888.8358

Account Number			
Ship-to Account Number			
Practice Name			
Address		P.O. Number	
City/State		Phone	
Zip		Fax	
Account Executive		Practice Email	

MMCAP Members Only

Reserving Flu Vaccine is Easy!



Pre-book online at
mms.mckesson.com/flu



Contact your
Account Manager



Contact the Flu Team at
877.MCK.4FLU (877.625.4358)
or fluconnection@mckesson.com

Terms of Sale

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 12, 2019. By placing this order, you agree to purchase the designated flu vaccine upon delivery. You further agree that, with mutual approval of the member/customer and McKesson, McKesson may substitute products at the same sales price as long as the substitute product has an equal or greater age indication and is provided in the same form. After July 12, 2019, you may cancel only the quantity of flu vaccine that McKesson fails to deliver by November 15, 2019. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for flu vaccine. Any additional transaction or procurement fees applied by the state may increase the price of vaccines purchased under the MMAP contract.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Return Policy

Only customers who pre-book 300 or more doses (30 units) by May 31, 2019, and receive their full pre-book on or before November 15, 2019, will have the right to return up to 20% per vendor, excluding FluMist®, of unopened products for the 2019 – 2020 influenza season, according to the guidelines below:

- Customer will receive a credit for eligible doses returned to McKesson between February 01, 2020, and March 01, 2020, in the subsequent influenza season on or before December 31, 2020
- Unopened vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2020, and March 01, 2020, and in accordance with McKesson Medical-Surgical's vaccine guidelines
- Only unopened units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.

For Example:

- A purchase of 30 vials = 6 unopened vials eligible for return
- A purchase of 33 vials = 6.6, rounded down to 6 unopened vials eligible for return
- A purchase of 6 boxes of syringes = 60 doses = Not eligible (minimum order quantity not met)



MFR	Product ID#	Description	Age Indication	Doses per Vial/Box	CPT Code	Preservative Status	Last Season Quantity Used	Total Quantity Vials/Boxes	Price per Vial/Box	Extended Price
AstraZeneca	AZSPRY19	FLUMIST [®] , QUAD Intranasal Spray	2 - 49 years	10 Doses/Box	90672	Preservative Free			\$ 225.50	
GSK	GQSYRX19	FLUARIX [®] , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 176.01	
	GSKQVL19	FLULAVAL [®] , QUAD MDV 5 mL	6 months and older	10 Doses/Vial	90688	Contains Preservative			\$ 160.98	
	GSKSYR19	FLULAVAL [®] , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 176.01	
Sanofi	SPFBSYR19	FLUBLOK [®] , QUAD SYR 0.5 mL	18 years and older	10 Doses/Box	90682	Preservative Free			\$ 478.92	
	SPHIGH19	FLUZONE [®] High-Dose, TRI SYR 0.5 mL	65 years and older	10 Doses/Box	90662	Preservative Free			\$ 478.92	
	SPPED19	FLUZONE [®] , QUAD Pediatric SYR 0.25 mL	6 - 35 months	10 Doses/Box	90685	Preservative Free			\$ 178.50	
	SPSDV19	FLUZONE [®] , QUAD SDV 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 169.67	
	SPSYR19	FLUZONE [®] , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 169.67	
	SPVL19	FLUZONE [®] , QUAD MDV 5 mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/Vial	90687/90688	Contains Preservative			\$ 157.76	
NEW Seqirus	SAFLVL19	AFLURIA [®] , QUAD MDV 5 mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/Vial	90688	Contains Preservative			\$ 146.52	
	SAFLPED19	AFLURIA [®] , QUAD pediatric SYR 0.25 mL	6 - 35 months	10 Doses/Box	TBD	Preservative Free			\$ 157.84	
	SAFLSYR19	AFLURIA [®] , QUAD SYR 0.5 mL	3 years and older	10 Doses/Box	90686	Preservative Free			\$ 157.84	
	SADSYR19	FLUAD [®] , TRI SYR 0.5 mL	65 years and older	10 Doses/Box	90653	Preservative Free			\$ 446.51	
	SCELVL19	FLUCELVAX [®] , QUAD MDV 5 mL	4 years and older	10 Doses/Vial	90756	Contains Preservative			\$ 179.68	
	SCELSYR19	FLUCELVAX [®] , QUAD SYR 0.5 mL	4 years and older	10 Doses/Box	90674	Preservative Free			\$ 190.48	
Total Flu Vaccine Prebook				Total Doses				Total Quantity	Total Price	

Vaccine cost includes \$0.75 per dose Federal Excise Tax.

All prebooks not canceled by July 12, 2019 automatically turn into orders.

I acknowledge that I have read this document in its entirety and agree to the terms and conditions stated herein.
order flu vaccines on behalf of this practice.

I am authorized to

Account Number		Date*	
Ship-to Account Number		Signature*	
Provider Name			
Address		P.O. Number	
City/State		Phone	
Zip		Fax	
Account Executive		Practice Email	

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